

**Case No. 20-22-RCS**

**VIA E-MAIL AND FIRST-CLASS U.S. MAIL:**

Critis Frasier, Pro se

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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**SETTLEMENT AGREEMENT AND  
GENERAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and General Release of All Claims ("Agreement") is made and entered into by and between Critis Frasier, her representatives, heirs, successors, and assigns and the Alabama Department of Rehabilitation Services, hereinafter "ADRS."

WHEREAS, Critis Frasier was employed with ADRS as an Administrative Support Assistant III; and

WHEREAS, Critis Frasier was terminated on June 10, 2020, and appealed her termination to the State Personnel Board; and

WHEREAS, Critis Frasier and ADRS have determined to reach a compromise without admission of wrongdoing by either, but rather in an effort to avoid protracted legal action regarding any potential issues and to forever end the matters and relations between Critis Frasier and ADRS in an amicable and professional manner.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

**FIRST:** This Agreement and compliance with this Agreement shall not be construed as an admission by ADRS of any liability whatsoever, or as an admission by ADRS of any violation of the rights of Critis Frasier. ADRS specifically disclaims any liability to Critis Frasier for any alleged violation of the rights of Critis Frasier.

**SECOND:** In exchange for the release provided by Critis Frasier below, ADRS agrees to this Settlement Agreement under the conditions set forth below. Critis Frasier acknowledges that ADRS' agreement to do so constitutes good and valuable consideration for her release of the claims described below.

Critis Frasier agrees to immediately submit a notice of resignation effective June 10, 2020. Further, Critis Frasier agrees to never apply for or otherwise seek employment with ADRS in the future. Within three (3) days of this Agreement becoming final, Critis Frasier agrees to withdraw her appeal before the State Personnel Board by filing the attached form with the Administrative Law Judge's Office.

As consideration for this Agreement, after Critis Frasier produces satisfactory documentation showing her appeal has been withdrawn, ADRS will file an amended Form 11 with the State Personnel Department indicating that she resigned effective June 10, 2020, and is eligible for rehire.

In consideration, Critis Frasier releases and forever discharges for herself, her heirs, executors, administrators, legal representatives, and assigns ADRS, Commissioner Jane Elizabeth Burdeshaw, and the Board of Rehabilitation Services from any and all charges, claims, demands, suits, liens, debts, damages and causes of action of whatever nature in law or in equity, whether growing out of tort, contract, quasi-contract, compensation, discrimination or otherwise, including, but not limited to, all claims under the laws or Constitution of the United States and/or the State of Alabama, and any other regulations and ordinances or laws which may have afforded Critis Frasier a cause of action for wages, salary, bonus, sick leave, vacation pay, compensatory damages, punitive damages, liquidated damages, attorneys' fees, penalties, interest, costs, and any other legally recoverable category of damages or relief which Critis Frasier has ever had or now has growing out of the actions of ADRS and/or its Commissioner, Jane Elizabeth Burdeshaw, prior to and up to the date of the execution of this Agreement.

Critis Frasier releases all said claims willingly, and after having had an opportunity to consult with counsel.

**THIRD:** (a) As a material inducement to ADRS to enter into this Agreement, Critis Frasier hereby irrevocably and unconditionally releases, acquits, and forever discharges ADRS, the Board of Rehabilitation Services, the State Personnel Board and Department, Commissioner Jane Elizabeth Burdeshaw, representatives, employees, attorneys, affiliates, predecessors, successors, agents, directors, officers, and all persons acting by, through, under or in concert with any of them (collectively the "Releasees"), or any of them individually, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and legal expenses), of any nature whatsoever, whether known or unknown (herein collectively referred to as "claim" or "claims"), which Critis Frasier now has, has had, or may hereafter claim to have had against the Releasees by reason of any matter, act, omission, cause, or event that has occurred up to the present date, including, without limitation, any and all claims related or in any manner incidental to Critis Frasier's employment with ADRS. Such waiver and release includes, but is not limited to, all claims and rights under the common law, ADRS' policies, employee handbook, insurance programs, verbal or written representations, statutes or Constitutions of the State of Alabama or of the United States of America, and specifically Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act; the National Labor Relations Act; the Fair Labor Standards Act; the Worker Adjustment Retraining and Notification Act, as amended; the Equal Pay Act, as amended; the Employee Retirement Income Security Act, as amended; the Occupational Safety and Health Act, as amended; 42 U.S.C. §§ 1981, 1982, 1983, 1985, 1987 and 1988; the Older Worker Benefit Protection Act; the Americans with Disabilities Act, as amended; the Family and Medical Leave Act; Executive Order 11246; the United States Constitution, and all amendments thereto; the Alabama Worker's Compensation Act; the

Alabama Age Discrimination in Employment Act; and any other federal, state, or local law, rule, executive order, or regulation, whether similar to or dissimilar from the foregoing, any alleged breach of duty arising out of a statute, contract, or tort, any claim arising under the common law, including by way of example and without limitation defamation, slander, assault, battery, infliction of mental distress, negligence, wantonness, or willfulness, any and all other possible claims arising under federal, state or local laws, and any possible or alleged claims for back pay, front pay, fringe benefits, interest, nominal, compensatory or punitive damages.

(b) Critis Frasier expressly acknowledges that this Agreement may be pled as a complete defense and will fully and finally bar any such known or unknown claim or claims based on any acts or omissions of the Releasees up to the date of this Agreement.

**FOURTH:** This Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns and shall inure to the benefit of said parties and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.

**FIFTH:** Critis Frasier understands and agrees that:

(a) She has carefully read and fully understands all of the provisions of this Agreement.

(b) She has had the opportunity to be advised by counsel in the consideration and execution of this Agreement.

(c) She has been notified in writing by this Agreement that she has twenty-one (21) days to consider her decision before signing this Agreement, but expressly waives the 21-day consideration period.

(d) She has been notified in writing by this Agreement that she has seven (7) days following her signing of this Agreement to revoke such acceptance by delivering

to ADRS a written revocation of this Agreement by close of business on the seventh (7<sup>th</sup>) day following Critis Frasier's acceptance of this Agreement as evidenced by her signing and dating this Agreement.

(e) She is not under any mental impairment or otherwise unable to read, consider, and understand the terms of this Agreement.

(f) She knowingly and voluntarily agrees to all of the terms set forth in this Agreement.

(g) She knowingly and voluntarily intends to be legally bound by this Agreement.

Critis Frasier further acknowledges and agrees that the terms of this Agreement were determined through negotiation between Critis Frasier and ADRS and its attorney.

Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be wholly or partially inoperative, illegal, invalid, or unenforceable, the operation, legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said inoperative, illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be part of this Agreement, and in such an event, the remainder of the Agreement shall be enforced to the extent feasible.

**SIXTH:** This Agreement sets forth the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between parties hereto pertaining to the subject matter hereof. The terms of this Agreement may not be amended, modified, canceled, terminated, or waived, except by a written instrument executed both by Critis Frasier and ADRS, or in the case of waiver, the party to be charged with such waiver.

SEVENTH: This Agreement is made and entered into in the State of Alabama, and shall be interpreted, enforced, and governed under the laws of Alabama. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.

EIGHTH: Critis Frasier and Releasees shall refrain from making any disparaging, libelous or slanderous remarks about the other, personally or professionally.

NINTH: The proper jurisdiction for the enforcement of this Agreement is the Circuit Court of Montgomery County, Alabama. If any court of proper jurisdiction as set out above declares any paragraph of this Agreement void, then all remaining paragraphs shall remain enforceable.

I, Critis Frasier, state that I have read the preceding Agreement and I fully understand its meaning, content and binding effect. I further state that I am voluntarily and of my own free will signing this Settlement Agreement and General Release in full and final release of all claims.

Critis Frasier  
Critis Frasier  
Date: 7-13-20

Jane Elizabeth Burdeshaw  
Jane Elizabeth Burdeshaw, Commissioner  
Alabama Dept. of Rehabilitation Services

Ashley H. Hamlett  
Ashley H. Hamlett, General Counsel  
Alabama Dept. of Rehabilitation Services